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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
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12 TESORO REFINING & MARKETING
13 COMPANY LLC, a Delaware limited
liability company,

14 Plaintiff,

15 v.

16 SB GAS & WASH MANAGEMENT,
17 INC., a California corporation; and
AHMAD ABADI, an individual,

18 Defendants.
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Case No. 2:18-CV-04895-SVW-MAA

[Judge Stephen V. Wilson]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR ENTRY
OF DEFAULT JUDGMENT**

[Declarations of John L. Castañeda,
Sherrie L. Caudle, and Ashley Vinson
Crawford; Memorandum of Points and
Authorities Filed Concurrently]

Date: October 15, 2018

Time: 1:30 p.m.

Courtroom: 10A

Date Action Filed: June 1, 2018

1 This Court, having considered Plaintiff Tesoro Refining & Marketing Company,
2 LLC's Motion for Entry of Default Judgment, the declarations and exhibits submitted
3 therewith, the arguments of counsel at the hearing on October 15, 2018, and all other
4 papers and pleadings submitted in this action, hereby GRANTS the Motion for Entry of
5 Default Judgment and ORDERS as follows:

6 **Judgment as to Liability**

7 This is an action for breach of contract against SB Gas & Wash Management, Inc.
8 ("SB Gas") for breach of contract and Ahmad G.S. Abadi ("Abadi") for breach of
9 guaranty.

10 This Court has personal jurisdiction over the parties, and subject matter
11 jurisdiction over the matters in controversy. Venue is proper in this judicial district.

12 On July 14, 2018, Defendants were served with a summons and a copy of the
13 Complaint for Breach of Contract and Breach of Guaranty (ECF 1) by personal service
14 upon Abadi on behalf of himself and on behalf of SB Gas as its president. ECF 8, 9.
15 Defendants did not file a responsive pleading or otherwise defend the suit within 21
16 days of being served with the summons and complaint, as computed under Fed. R. Civ.
17 P. 6(a)(1). ECF 11 at 1-2. On August 20, 2018, the Clerk entered default against
18 Defendants. ECF 12.

19 Defendants are not infants, incompetent, in the military, or otherwise subject to
20 the Civil Relief Act of 1940. Notice under Fed. R. Civ. P. 55(b)(2) is not required
21 because neither SB Gas nor Abadi has appeared personally or by representative in this
22 action.

23 The Court grants judgment in favor of Plaintiff and against SB Gas on Plaintiff's
24 breach of contract claim. The Court grants judgment in favor of Plaintiff and against
25 Abadi on Plaintiff's breach of guaranty claim.

26 **Monetary Award**

27 The Court awards Plaintiffs contractual damages in the amount of \$424,075.90
28 and prejudgment interest in the amount of \$53,237.62. The Court further awards

1 attorneys' fees in the amount of \$13,146.27 and costs in the amount of \$400. The total
2 amount of this award is \$490,859.79. Postjudgment interest shall accrue in accordance
3 with the applicable federal law.

4 The Court further orders that each defendant is jointly and severally liable for the
5 full amount of the award and postjudgment interest.

6
7 IT IS SO ORDERED.

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9 Dated:

By

Hon. Stephen V. Wilson
United States District Judge